

REMARKS

Claims 1, 4, 17, and 20 are amended. Claims 5-16 are canceled without prejudice or disclaimer. Claims 21-28 are added. No new matter is added by the amendments. Claims 1-4, 17-20, and 21-28 are pending. By amending and canceling the claims, applicant is not conceding that the claims are unstatutory under 35 U.S.C. 101 and 102, and is not conceding that the claims are unpatentable over the references cited by the Office Action, as the claim amendments are only for the purpose of facilitating expeditious prosecution. Applicant respectfully reserves the right to pursue the subject matter of the original claims, as it existed prior to the present amendment, and other claims in one or more continuation and/or divisional applications. Applicant respectfully requests reconsideration and allowance of all claims in view of the amendments above and the remarks that follow.

Rejections under 35 U.S.C. 101

Claims 5-12 are rejected under 35 U.S.C. 101. Claims 5-12 are canceled without prejudice or disclaimer, so the rejections are moot.

Rejections under 35 U.S.C. 102

Claims 1-20 are rejected under 35 U.S.C. 102(b) over Davidson "Dynamic Resource Brokering for Multi-User Query Execution."

Applicant respectfully submits that the claims are patentable over Davidson because Davidson does not teach or suggest all elements of the claims for the reasons argued below.

Claim 1 recites: "if the task is allowed to use the service-enabled resource, allocating the service-enabled resource to the task; and if the task is not allowed to use

ROC920040065US1
10/829,622

5

the service-enabled resource, allocating a non-service enabled resource to the task, wherein no fee is required to use the non-service enabled resource."

In contrast to claim 1, Davidson at 283 recites: "If the reserves are insufficient to meet the bidder's resource requirements, the bidder must wait until the reserves have been replenished. ... Note that the broker controls all allocation decisions, so bidders are required to sell or buy resources as directed by the broker; however the broker will never require a bidder to reduce its allocation below its minimum memory requirement."

In further contrast to claim 1, Davidson at 284 further recites: "When a query is scheduled, its operators become eligible to bid for resources under the control of the allocation policy. Each bidder, or operator, is guaranteed some resource allocation: the amount of this allocation is a policy decision but is at least the minimum amount of resources that the operator requires to execute. If this amount of resources is not available, the bidder must wait until sufficient resources become available."

Thus, in Davidson, bidders must bid for and buy all resources that they use, the broker may require the bidder to both buy and sell resources, and if the minimum amount of resources the bidder needs is not available, the bidder must wait to bid on resources until they become available. Hence, Davidson does not have any resources that require no fee, and any attempt to modify Davidson, in order to provide resources that require no fee would destroy the purpose of Davidson, which is profit maximization, as described by Davidson at 281: "The guiding principle for brokering resources is profit maximization."

Thus, Davidson does not teach or suggest "if the task is not allowed to use the service-enabled resource, allocating a non-service enabled resource to the task, wherein no fee is required to use the non-service enabled resource," as recited in claim 1 because the Davidson bidder must bid and pay price for all resources and if a resource is not available, the Davidson bidder must wait, but still must bid and pay a price for the resource when it becomes available while in claim 1, a non-service enabled resource is allocated for which no fee is required if the task is not allowed to use the service-enabled

ROC920040065US1
10/829,622

6

resource. Thus, Davidson does not teach or suggest, and in fact teaches away from, claim 1.

Claims 5-16 are canceled without prejudice or disclaimer, so the rejections are moot. Claim 17 recites similar elements as argued above for claim 1 and is patentable over Davidson for similar reasons. Claims 2-4, 25-28, 18-20, and 21-24 are dependent on claims 1 and 17, respectively, and are patentable over Davidson for the reasons argued above, plus the elements in the claims.

ROC920040065US1
10/829,622

7

RECEIVED
CENTRAL FAX CENTER

FEB 15 2008

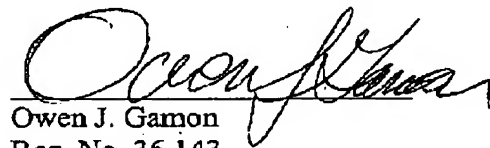
Conclusion

Applicant respectfully submits that the claims are in condition for allowance and notification to that effect is earnestly requested. The Examiner is invited to telephone Applicant's attorney (651-645-7135) to facilitate prosecution of this application.

If necessary, please charge any additional fees or credit overpayment to Deposit Account No. 09-0465.

Respectfully submitted,

Date: February 15, 2008


Owen J. Gamon
Reg. No. 36,143
(651) 645-7135

IBM Corporation
Intellectual Property Law
Dept. 917, Bldg. 006-1
3605 Highway 52 North
Rochester, MN 55901

CERTIFICATE UNDER 37 CFR 1.8: I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, or is being transmitted via facsimile to the Commissioner for Patents 571-273-8300, on February 15, 2008.

Owen J. Gamon
Name


Signature

ROC920040065US1
10/829,622

8